

1  
2  
3  
4  
5  
6  
7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
11

12 JAKE BERTELOTTI and TAYLOR  
13 CARTY,

14 Plaintiffs,

15 v.

16 REGENTS OF THE UNIVERSITY  
17 OF CALIFORNIA; JAMES B.  
18 MILLIKEN, President of the  
19 University of California, in his official  
20 capacity; JULIO FRENK, Chancellor  
of the University of California, Los  
Angeles, in his official capacity, and  
DOES 1 through 10,

21 Defendants.

Case No. 2:25-cv-03069-MCS  
(AJRx)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

22 1. **GENERAL**

23 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
24 production of confidential, proprietary, or private information for which special  
25 protection from public disclosure and from use for any purpose other than prosecuting  
26 this litigation may be warranted. Accordingly, the parties hereby stipulate to and  
27 petition the Court to enter the following Stipulated Protective Order. The parties  
28 acknowledge that this Order does not confer blanket protections on all disclosures or

1 responses to discovery and that the protection it affords from public disclosure and  
2 use extends only to the limited information or items that are entitled to confidential  
3 treatment under the applicable legal principles. The parties further acknowledge, as  
4 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle  
5 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
6 procedures that must be followed and the standards that will be applied when a party  
7 seeks permission from the court to file material under seal.

8       1.2 Good Cause Statement.

9       This action is likely to involve production of confidential, proprietary, or  
10 private information for which special protection from public disclosure and from use  
11 for any purpose other than prosecution of this action is warranted. Such confidential  
12 and proprietary materials and information consist of, among other things, confidential  
13 business or financial information, information regarding confidential business  
14 practices, medical or health information, academic information, information  
15 implicating privacy rights of third parties, including student records protected by the  
16 Family Educational Rights and Privacy Act (“FERPA”) or other confidential  
17 research, development, or commercial information, information otherwise generally  
18 unavailable to the public, or which may be privileged or otherwise protected from  
19 disclosure under state or federal statutes, court rules, case decisions, or common law.  
20 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
21 of disputes over confidentiality of discovery materials, to adequately protect  
22 information the parties are entitled to keep confidential, to ensure that the parties are  
23 permitted reasonable necessary uses of such material in preparation for and in the  
24 conduct of trial, to address their handling at the end of the litigation, and serve the  
25 ends of justice, a protective order for such information is justified in this matter. It is  
26 the intent of the parties that information will not be designated as confidential for  
27 tactical reasons and that nothing be so designated without a good faith belief that it  
28 has been maintained in a confidential, non-public manner, and there is good cause

why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, including support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.



1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix, at a minimum, the legend  
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the protected  
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
22 it wants copied and produced, the Producing Party must determine which documents,  
23 or portions thereof, qualify for protection under this Order. Then, before producing  
24 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
25 legend" to each page that contains Protected Material. If only a portion or portions  
26 of the material on a page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings in the  
28 margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL.”

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.



6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

6.3 Burden. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;



(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

1 If a Party is served with a subpoena or a court order issued in other litigation  
2 that compels disclosure of any information or items designated in this Action as  
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall  
5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to  
7 issue in the other litigation that some or all of the material covered by the subpoena  
8 or order is subject to this Protective Order. Such notification shall include a copy of  
9 this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued  
11 by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with  
13 the subpoena or court order shall not produce any information designated in this action  
14 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
15 or order issued, unless the Party has obtained the Designating Party’s permission. The  
16 Designating Party shall bear the burden and expense of seeking protection in that court  
17 of its confidential material and nothing in these provisions should be construed as  
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
19 directive from another court.

20  
21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
22 **PRODUCED IN THIS LITIGATION**

23 (a) The terms of this Order are applicable to information produced by a Non-  
24 Party in this Action and designated as “CONFIDENTIAL.” Such information  
25 produced by Non-Parties in connection with this litigation is protected by the  
26 remedies and relief provided by this Order. Nothing in these provisions should be  
27 construed as prohibiting a Non-Party from seeking additional protections.  
28

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

#### **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3  
4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
10 may be established in an e-discovery order that provides for production without prior  
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
12 parties reach an agreement on the effect of disclosure of a communication or  
13 information covered by the attorney-client privilege or work product protection, the  
14 parties may incorporate their agreement in the stipulated protective order submitted  
15 to the Court.

16  
17 **12. MISCELLANEOUS**

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order, no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
28 Protected Material at issue; good cause must be shown in the request to file under

1 seal. If a Party's request to file Protected Material under seal is denied by the Court,  
2 then the Receiving Party may file the information in the public record unless  
3 otherwise instructed by the Court.  
4

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request by  
7 the Designating Party, each Receiving Party must return all Protected Material to the  
8 Producing Party or destroy such material. As used in this subdivision, "all Protected  
9 Material" includes all copies, abstracts, compilations, summaries, and any other  
10 format reproducing or capturing any of the Protected Material. Whether the Protected  
11 Material is returned or destroyed, the Receiving Party must submit a written  
12 certification to the Producing Party (and, if not the same person or entity, to the  
13 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms  
15 that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries or any other format reproducing or capturing any of the Protected Material.  
17 Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
20 and consultant and expert work product, even if such materials contain Protected  
21 Material. Any such archival copies that contain or constitute Protected Material  
22 remain subject to this Protective Order as set forth in Section 4 (DURATION).  
23

24 **14. VIOLATION OF ORDER**

25 Any violation of this Order may be punished by any and all appropriate  
26 measures including, without limitation, contempt proceedings and/or monetary  
27 sanctions.  
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: December 11, 2025 MUNGER, TOLLES & OLSON LLP  
3 BRYAN H. HECKENLIVELY  
4 JORDAN D. SEGALL  
5 SKYLAR B. GROVE  
6 JESSICA O. LAIRD  
7 WENDY Q. XIAO

8 By: /s/ Jordan D. Segall  
9 JORDAN D. SEGALL  
10 Attorneys for Defendants  
11

12 DATED: December 11, 2025 PEIFFER WOLF CARR KANE  
13 CONWAY & WISE, LLP  
14

15 /s/ Catherine Cabalo  
16 By: CATHERINE CABALO, Esq.  
17 Attorneys for Plaintiffs  
18

19 DATED: December 11, 2025 DISABILITY RIGHTS EDUCATION  
20 AND DEFENSE FUND  
21

22 /s/ Michelle Uzeta  
23 By: MICHELLE UZETA, Esq.  
24 Attorneys for Plaintiffs  
25  
26  
27  
28

ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4, I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

DATED: December 11, 2025 MUNGER, TOLLES & OLSON LLP

By: /s/ Jordan D. Segall  
JORDAN D. SEGALL  
Attorneys for Defendants

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: 12/12/2025

  
\_\_\_\_\_  
HON. A. JOEL RICHLIN  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Bertellotti, et al. v. Regents of the University of California, et al.*, 2:25-cv-03069-MCS (AJRx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_